

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Orissa)
Telephone No. : 06767-275530, 275218, 276131
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

NOTICE INVITING TENDER (NIT)

TENDER Notice NO. : OMD/ Q.C /01 /2017-18

DATE: 09/02 /2018

Sealed tenders in prescribed format in two parts i.e. Techno- commercial and price bid are invited from reputed Public analyst having experience & expertise of Survey, Sampling & analysis of "Quantitative & qualitative **assessment of Iron Ore & Manganese Ore** lying at different mines,raw materials & products of sponge Iron of Sponge Iron plant **annually(i.e 31st March) and Qualitative despatch of material whenever required** of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA)."

Name & Address of the Bidder: _____

: _____

: _____

Money Receipt No.....

Dated/...../ 2018

Cost of Tender Paper: Rs. 1180/- (Rupees One Thousand One hundred Eighty) Only

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE BIDDER

Tender Document[OMDC]

Seal & Signature of the Bidder

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
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CHAPTER – I

1. INFORMATION TO THE BIDDERS:

Sealed Tenders in prescribed format in two parts i.e. Techno- commercial bid and price bid are invited from reputed Public analyst having experience & expertise of survey , Sampling & analysis of “Quantitative & qualitative **assessment of Iron Ore & Manganese Ore** lying at different Mines ,raw materials & products of sponge Iron of Sponge Iron plant **annually(i.e 31st March)** and Qualitative despatch of material whenever required of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA).”

Interested bidders may obtain further information from the office of the **Business Head**, THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA) .

2. SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
i.	Bid Enquiry No.	OMD/ Q.C/01 /2017-18 Dated: 09 / 02 /2018
ii.	Name of the Work/Description of the Work	Quantitative & qualitative assessment of Iron Ore & Manganese Ore lying at different Mines ,raw materials & products of sponge Iron of sponge Iron plant annually(i.e 31st March) and Qualitative despatch of material whenever required of The OMDC Ltd, AT/PO-THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA) .
iii.	Cost of Bid Document	Rs. 1180/- (Rupees One Thousand One hundred Eighty) only
iv.	Earnest Money Deposit	Rs. 12,000/- (Twelve Thousand only)
v.	Availability of Tender Documents	Office of the Manager (Finance) I/C , OMDC Ltd. , Thakurani & from www.birdgroup.co.in & CPP portals.
vi.	Date of Issue of Bid Documents	From: 12 / 02 /2018 TO 05 / 03 /2018 By 12.00 Noon.
vii.	Date of Submission of Bid Documents	Up to 05/03/2018 , Time: 3.30 pm
viii.	Date of Opening of Technical Bid	On 05/03/2018 , Time: 4.00 pm
ix.	Date of Opening of Price Bid	To be intimated later on after technical evaluation
x.	Period of Contract	01 (One) Years from the issue of work order.
xi.	Validity Period of Bid	120 calendar days
xii.	Date of commencement of work	From the date of issue of work order.

3. PRE - BID CONSULTATION:

No Pre - Bid Consultation meeting will be held for this work. However, the renderers are free to clarify any doubts / seeking information relevant to this tender during office hour from D. G. M(MINES) and H.O.D of Q.C department . Any amendments so made will be published in the company's website. All prospective bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly. A copy of such amendments shall be enclosed with the Bid.”

4. BIDDING DOCUMENTS:

- 4.1 Payment for tender papers in the form of DD/PO/BC in favour of “The Orissa Minerals Development Company Ltd.”, payable at Barbil.
- 4.2 Payment towards EMD in the form of DD/PO/BC in prescribed form from any Nationalised Bank/ Scheduled Commercial Bank in favour of “The Orissa Minerals Development Company Ltd.”, payable at Barbil
- 4.3 All the pages of the tender document must be duly sealed and signed by the bidder as acceptance of the Terms and Condition before submission, including the price bid.
- 4.4 Experience certificate as per requirement mentioned in “eligibility criteria for technical bid evaluation”.
- 4.5 Statement of accounts as per requirement mentioned in “eligibility criteria for technical bid evaluation”.
- 4.6 Other supporting documents as per requirement mentioned in “eligibility criteria for technical bid evaluation”.

Sd/-
BUSINESS HEAD

CHAPTER-II
SPECIAL CONDITIONS

1. SCOPE OF WORK: (As per BIS norm / standards)

i) The work involves

a) Quantitative and qualitative Physical Stock verification: Quantitative physical Stock measurement along with qualitative analysis should be carried out by drawing samples from stacks of ore lying at different locations of different mines by making holes and channels.

i) Screen Test (Over size and under size materials)

ii) Bulk density / W .V. R ratio (For different stacks of ore of materials at different location has to be carried out.)

iii) Chemical Analysis of the samples for the desired constituents has to be carried out.

iv) The agency has to carry out the survey work (**Quantity assessment**) by using **total Station/(Scientific method)** in presence of OMD Company's surveyors.

b) sampling while despatch

i) Buyers' carrier

ii) Despatch analysis

iii) Sampling from railway siding stacks .

This above said work has to be carried out ,whenever asked for / required. All the sampling work shall be undertaken in presence of OMDC representatives.

ii) The agency has to prepare the sample after crushing the sample collected from different locations of OMDC Mines, Sidings, Plots etc. by the agency. The final sampling will be divided into three parts by coning and quartering. One part will be taken by the analyst for analysis and another part will be taken by the OMDC Quality Control Officer and the 3rd part will be preserved as umpire's sample in sealed condition to be kept under joint lock and key with OMDC for analysis in case of dispute.

iii) Chemical Analysis of the samples for the desired constituents and submission of analysis report Within **07** days while Despatch.

iv) Sampling and analysis should be as per BIS norms / standards .

v) Sampling and analysis of Iron ore and Manganese ore lying at different Mines i.e (Mines, Rly-Sidings, Crusher Site & plots) is the major job.

vii) **Annually(31st March) physical stock verification** (quantitative & qualitative) and submission of reports along with stack wise sample packets by 10th of Subsequent month. (Different materials are Iron Ore, Manganese Ore, Coal, Dolomite & Sponge Iron products).

viii) The information regarding time and placement of rake for loading at OMDC shall be informed to the Agency by the concerning Officers of OMDC so that the joint sampling & supervision can be carried out at the time of loading.

The Agency will provide envelopes/bags etc. for sample and their sealing arrangement if require. The agency will deliver the joint sealed samples in OMDC laboratory. Umpire samples are to be kept under joint lock and key with OMDC and will be submitted in mutually agreed laboratory for testing & analysis. (If in case of doubt) .

The agency will arrange requisite number of his experienced and skilled/semiskilled workers suitable for the job and will responsible for the arrangement of their gate passes, insurance of workers as required shall be borne by him. The agency shall abide by all statutory regulations of the central and state Government in respect of workers employed by him for the above work.

The agency is advised to get in touch with OMDC for further details and all other relevant instructions pertaining to the job.

2. SPECIFICATIONS:

Assessment & Chemical Analysis-The assessment work & chemical analysis should be carried as per BIS norms, standard & technical specifications mentioned in the tender schedule and instruction of STOCK COMMITTEE constituted by Business Head of the OMDC Ltd / Manager Mines, D .G. M (mines), Respective mines Surveyors AND Q.C officials along with finance officials.

3. AREAS OF OPERATION:

Location/Lease Area	Minerals/ Commodity	Period
<u>A)1546.55 HA, Thakurani</u> i) Chute plot ii)No.-I railway siding iii)DGM plot/ED plot/Kusum plot/Work shop plot iv) Crusher Plot (Crusher Unit I,II,III & IV)	Mn & Iron Iron Mn Iron	For 02(Two) years
<u>B)1546.55 HA, Barbil</u> I) South-I , South-II, No.-II railway siding, Munda Nala	Iron	
<u>C)1276.79 HA, Nalda</u> i)Kusumpit Mines, Saiburu Mines, Club quarry, South-II, Hessaburu Mines	Mn	
<u>D)21.52HA</u> i)Bagiaburu Mines	Iron	
<u>E) 998.70 HA, Bharasahi Mines Roida</u> i) Maidan pit Mines, Bhutpit, Joplin- jig & Weigh bridge plot (Mn stock yard) ii)South section	Mn Iron	
<u>F) 254.952 HA</u> i)North section East side (near check post)	Mn	
<u>G) 266.770 HA:</u> i.(Materials lying at Work shop plot, chute plot , kusum plot)	Mn	
<u>H) Sponge Iron plant, Thakurani</u>	Sponge Iron (lumps & Fines), Iron ore, coal, Dolomite.	
I) Any other area of operation as per the direction of the respective Mines Managers, D.G.M (Mines), H.O.D (Q. C) and Business head	-	

4. i) VOLUME OF WORK :

Existing stock of indicative volume of Iron Ore 4.0 lacs MT (approximate) and Manganese Ore 0.35Lacs MT (approximate) .

However this is just an indicative figure, which is subject to variation (Upward or down ward) as per requirement of OMDC and this shall not be a cause of dispute with regard to the rate, terms etc.

The agency under no circumstance can cite this figure for making alteration / adjustment in the term of the contract.

ii) PHYSICAL STOCK ASSESSMENT:

QUANTITATIVE & QUALITATIVE MEASUREMENT: The **annually(i.e 31st March)** quantitative & qualitative analysis of stock assessment should be carried out under the guidance of the respective Mines Managers, Surveyors, quality control & logistic officials & Custodians of the plots at different locations of OMDC Mines, plots, railway sidings & Sponge Iron plant. The stock should be assessed “as is where basis is”.

The agency has to carry out the survey work (**Quantity assessment**) by using **total Station** in presence of our Company’s surveyors. Bulk density / W .V. R ratio -- For different stacks of ore of materials at different location has to be carried out in presence of Stock Committee of respective Mines which has been constituted by Business Head.

Qualitative analysis should be carried out by drawl of samples from stacks of ore laying at different locations of different mines by **making** holes and channels.

The sampling and analysis should be carried out as per IS standard.

a) **Size analysis:-** size analysis of each stack in respect of under size and over size of Iron & Manganese Ore by drawing composite sample as per company’s requirement under supervision of OMDC officials.

b.) **Chemical analysis :-** chemical analysis shall be done in respect of individual stock by drawing composite sample with respect to Fe % in case of Iron Ore stocks and Mn% in case of Manganese ore lying at different locations of OMDC mines, Plots, Crusher site, Railway Siding and other areas where the ores and minerals have being lying.

The annual (31st March) stock report (4 copies with sample packets) should be submitted to the **Business Head** by 10th of the subsequent month. If the agency fails to submit the report and sample packets within the stipulated times, then the penalty @5paise per tonne per day will be levied on assessed quantity.

For Sponge Iron Lump & Fines – Fe (Metallic), Fe (Total) & degree of Metallization. In case of Coal VM%, ASH%, FC % & moisture % and in case of Dolomite CaO% & MgO% with Silica are to be determined .

Stack wise survey and sampling & analysis. Physical Size determination (Over Size% & Under Size %) . Bulk density of materials has to be produced in the analysis report.

iii) SAMPLING AND ANALYSIS OF DESPATCH ORE (as per IS Standard)

The sampling and analysis should be carried out as per IS standard.

Quantitative & qualitative sampling analysis of dispatch of material has to be carried out whenever required.

a.) **Size analysis:-** size analysis of each stack in respect of under size and over size of Iron & Manganese Ore by drawing composite sample as per company’s requirement under supervision of OMDC officials.

b) **Chemical analysis :-.**For despatch of Iron Ore at different locations of OMDC Mines the required chemical analysis parameters are: Fe%, SiO2%, Al2O3%, P%, or as per buyer’s specification.

For despatch of Manganese Ore at different locations of OMDC Mines the required chemical analysis are Mn /MnO₂ %, Fe%, SiO₂%, Al₂O₃%,P% or as per buyer's specification.

(The desired parameters will be guided by OMDC officials as per buyer's specification for different despatches)

(The above said work has to be carried out whenever asked for / required.). The necessary instruction for above said work will be intimated by OMDC.

The agency shall carryout the sampling as per IS standards. The sampling shall be carried out in the appropriate manner during loading of wagon /Trucks at designated transfer points . The samples so drawn shall be analysed in the OMDC appointed NABL accredited laboratory for Fe content, Mn/Mn% ,Silica, Alumina and phosphorous. A copy of the report shall be furnished to the buyer as and when it is ready. However, if so desired by the buyer, the Fe % or Mn/Mn%can be communicated within 07 days of dispatch of rake/truck.

5. CONTRACT PERIOD:

- i. 1 (One) year w.e.f. the date of issue of the Work Order.
- ii. The period may be extended for a further period of 1 (One) year in the same rate, terms and conditions subject to the satisfactory completion for the First year on sole discretion of OMDC.
- iii. The contract period may be terminated by giving one-month notice if any unsatisfactory performance found with the agency.

6. EARNEST MONEY DEPOSIT:

6.1 Tender must be accompanied by an EMD amounting to Rs **12000/-(Twelve thousand only)** in the form of DD/PO/BC in favour of "**The Orissa Minerals Development Company Ltd.**", payable at **Barbil** from any Nationalised Bank/ Scheduled Commercial Bank .

6.2 EMD of unsuccessful bidder will be returned within one month after opening of the Price Bid/Finalisation of tender whichever is later. The EMD amount shall not bear any interest. In case the awarded bidder denies accepting the work order/Contract, their EMD shall be forfeited.

Due to unavoidable circumstances, return of EMD to Successful bidder may be considered if the Successful bidder could not commence work due to circumstances, because of Govt. order or other reasons, which is beyond the control of management or the bidder.

6.3 Tender without EMD shall be summarily rejected.

6.4 EMD of successful bidder will be converted into security deposit.

6.5 Return of Security deposit will be made after successful completion of work.

6.6 Start Up MSMEs are exempted from submission of EMD.

7. ELIGIBILITY CRITERIA FOR TECHNICAL BID EVALUATION:

In order to qualify in the Techno-commercial bid, the bidder must submit the documentary evidence along with technical bid in support of following

(i) " The bidder should have 3(three) year experience in physical stock assessment of iron ore and manganese ore (both quantities and qualitative), sampling and analysis of iron and manganese ore from Government & PSU mining organisation / private mining company during the last 5(five) years ending 31.3.2017.(enclosed the copy of work completion certificate towards proof of experience)"

ii) The Agency should have own NABL (National Accreditation Board for Testing and Calibration Laboratory) accreditation. Copy of NABL certificate is to be submitted.

iii) tender must be accompanied with the **Earnest Money Deposit Rs 12,000/- (Twelve Thousand only)**in shape of Bank Draft / Pay order on any Nationalized Bank / Scheduled Commercial Bank in favor of "The Orissa Minerals Development Company Limited" payable at Barbil.

iv) Income Tax PAN Card.

v) GST Registration Certificate.

.vi) The bidder should have average financial annual turnover of at least Rs.6,00,000 (Rupees Six Lacs) during the last three years ending 31.03.2017. Copy of P/L account and balance sheet and Income Tax Returns to be submitted towards proof of annual turnover.

(vii) Registered partnership deed in case of a partnership firm, Memorandum of Article

And Article of association in case of a limited stock company, proprietorship certificate

duly certified by a Notary in a stamp paper in case of proprietorship firm is to be enclosed.

viii) Tender must be accompanied with Proof of payment made to OMDC towards **cost of tender documents of Rs.1180/-(One thousand One hundred Eighty only).**

ix) A declaration is to be submitted that the bidder has carefully read all the terms and conditions of the tender document and he is fully satisfied and accepted all terms and conditions of the tender as per undertaking format attached as (**Annexure-II**) of this document.

x) An undertaking by the agency regarding non-blacklisting / non-debarment in OMDC or PSUs.

xi) Detailed list of Technical, Managerial & Supervisory personnel with name, age, Qualification and Experience including Directors in respect of Company and Partners in respect of Firms.

Note: -1. Start up MSMEs are exempted from turnover criteria, from experience criteria and from submission of EMD.

2. All documents along with tender shall be self-attested by the authorized signatory of the bidder/firm/company with official seal.

3. Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

8. PRICE BID:

Bidders are required to quote their rate both in figures & words in the prescribed "**Price Bid**" format enclosed in **Annexure-III** of the tender schedule and no conditions (i.e. deviations / assumptions / stipulations /clarifications / comments / any other request) whatsoever and the conditional offers will be rejected. The bidder are requested to quote inclusive of all value but excluding the GST.

9. EVALUATION OF THE BIDS:

(i)The Part-I Techno commercial bid: Parties who will fulfill all requisite conditions of eligibility criteria of Chapter-II of this document, will be construed as technically qualified and may be considered for Part-II Price Bid.

(ii)The Price Bid of Technically qualified bidders shall be treated as L-1, if the rate quoted by such bidder for Part-II Price bid specified in each item wise (Iron Ore & Manganese.ore) as mentioned in Group –A (For Physical Stock Assessment) & Group –B (For Dispatch of Iron Ore & Manganese Ore) is the lowest among all the technically qualified bidders. Item wise price should be quoted for each component of work. **The agency will be selected based on L-1 basis for each item.**(Bidder should quote in all items as mentioned in Price bid of Part –II of this tender & will be considered for the purpose of evaluation .) Bidder are required to quote inclusive of all value, but excluding the GST which will be paid as per the applicable.

In Price Bid Part II, Group –A will be evaluated separately & Group –B will be evaluated separately.

10. AWARD OF CONTRACT:

OMDC may award the work to the L-1 bidder. Acceptance of the Tender will be intimated to the successful bidder through a L.O.I. (letter of intent). The agency shall then be required to execute an agreement within the time specified in the letter of intent. In the event of failure on the part of agency to sign the agreement within the specified time the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

11. DATE OF COMMENCEMENT OF WORK:

The agency shall commence the above scheduled work from the date of issue of LOI/work order.

12. PAYMENT TERMS:

Payment of bills shall be released to the agency through NEFT/ RTGS subject to submission of details of Bank A/c, Branch, IFSC code, etc.

[i] For quantitative and qualitative analysis of different despatch (by rail /road) the agency shall submit the bills in triplicate with enclosed certificate to the concerned Quality Control Department of the company who shall forward the same to the D.G.M(Mines) of O.M.D.Co Ltd. The D.G.M (Mines) will recommend/certify the same to the finance department for consideration of payment to the agency.

[ii] For annual physical stock verification, the agency shall be submitted the bills in triplicate along with stock reports to the D.G.M (Mines).The Bills are to be certified by Surveyor , Mines Manager, D.G.M(Mines) , Quality Control Department(In-Charge) & HOD of Q.C department. After necessary verification & certification, the D.G.M (Mines) shall forward the same to Finance department for consideration of payment.

[iii] 90% of the bill value shall be paid as running account bill; balance 10% shall be kept as security deposit. The final bill and security deposit shall be settled after successful completion of tendered work on receipt of due clearance from Manager (Mines), D.G.M (Mines) & Quality Control Department.

[iv] Income tax and other statutory deductions as applicable shall be deducted from each running bill and the same will be deposited with the Government authorities by O.M.D.Co.Ltd.

13. TAX DEDUCTED AT SOURCE

Service Tax 13.1% service tax if applicable shall be paid to the agency at the prevailing rate.

13.1.2 In case of reverse charge mechanism applicable service taxes will be deducted from the bills and will be deposited to the authority by OMDC.

13.2 In come Tax work contract tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the income tax act,work contract tax act, and or other act from the gross value of each bill.

14. SECURITY DEPOSIT:

The amount deposited against earnest money deposit (EMD) of the successful bidder(s) shall be converted into security deposit. Besides the above, OMDC shall deduct 10% of running amount bill towards security deposit which shall be refunded to the agency after successful completion of the job. *Any such security deposit shall not attract any interest.*

15. PENALTY:

If the agency fails to submit **annual (i.e 31st March)** physical stock verification report within stipulated time period (i.e. 10th of the subsequent month), then the penalty @5 paisa per tonne per day will be levied on the assessed quantity.

In case the agency is found delay in submission of analysis result regularly or submit defective analysis & stock report, then the work shall be rescinded by forfeiting EMD, Security deposit & cancellation of LOI/work order/Agreement in part or full.

Business Head

CHAPTER –III
GENERAL CONDITIONS

1. DEFINITIONS:

- i. **Tenderer / Bidder:** Tenderer / Bidder means a person, Society, Firm or Company Willing to participate by accepting terms and conditions given in the tender documents.
- ii. **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial/price bid) submitted by the tenderer for consideration of OMDC.
- iii. **Name of the Tender:** Name of the tender means the work to be performed by the tenderer.
- iv. **Techno-commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price bid.
- v. **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in prescribed format for various activities to be performed by the agency.
- vi. **Price Bid:** Price Bid means document containing the rate to be considered for the purpose of evaluation and award of contract.
- vii. **Agency:** Agency means a person of society, firm, company whose tender has been accepted by the OMDC.
- viii. **OMDC :** OMDC means “The Orissa Minerals Development Company Ltd” A company incorporated in India and having its registered office at Sourav Abasan, AG-104, 2nd Floor, Sector-II, Salt Lake City, Kolkata-700 091.
- ix. **Employer:** Employer means “The Orissa Mineral Development Company Limited”.
- x. **Competent Authority :** Competent Authority means MD or any designated officer by the MD
- xi. **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Value Added Tax, Cess Tax, Entry Tax and any other tax, levy, fees, cess imposed by the government from time to time.
- xii. **EMD:** EMD means Earnest Money Deposit of requisite amount to be submitted along Techno-Commercial Bid.
- xiii. **Security Deposit (SD):** SD means Security Deposit to be deducted from bills.

2. TENDER SUBMISSION:

The tender Documents complete in all respect shall be submitted in 2 (two) parts i.e Part – I: Techno-Commercial Bid and Part-II: Price Bid sealed in 2 (Two) separate envelopes and clearly super scribing PART- I “Techno- Commercial Bid” & PART –II “Price Bid” on the respective envelopes with the Tender Notice Number. Both the Bids i.e Techno-Commercial and Price Bid shall be sealed in a 3rd separate envelop with complete tender details super scribing Tender Notice No & Date, Name & Address of the Bidder and addressed to **Business Head, The OMDC Ltd., At/P.O.- Thakurani, Via – Barbil, Dist. Keonjhar, Odisha, Pin-758 035**

Tenders shall have to be submitted/dropped in the Tender Box of the office of the finance department, OMDC Ltd, AT/ P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Odisha)

The EMD and cost of tenderpaper must be submitted in PART-I “ Techno- Commercial Bid.”

Tender not submitted with Cost of tender Paper, EMD, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission / tender opening shall be given for this reason.

The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered; failing which, the tender will be rejected.

Tender form containing clerical or arithmetical mistakes may be rejected.

Tender form containing over written or erased rate or rates and amount not shown in figures and words in English will be liable to rejection.

Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

Note: The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

3. TENDER OPENING:

The Part –I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorised representatives at the scheduled time in the Mines office of OMDC, At/P.O – Thakurani, Via- Barbil -758035 , Dist- Keonjhar (Odisha)

The Part-II, i.e. Price Bid of the bidders, whose Techno- Commercial Bid are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone.

OMDC also reserves the right to cancel/postpone the date of accept/opening of the tenders without bearing any liability, whatsoever consequent upon such decision.

OMDC also reserves the right to finalize the tender partly or fully.

4. VALIDITY OF TENDER:

The tender shall be valid for a period of four months (120 days) from the date of opening of price-bid.

5. TAXES AND DUTIES:

The bidders shall quote the price which should include all Taxes, duties and all other levies applicable excluding GST.

6. AWARD OF CONTRACT:

Award of contract shall be made at the absolute discretion of OMDC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation, the bidders shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

OMDC also reserves the right not to accept the lowest offer and to divide the work amongst more than one agency.

Acceptance of the Tender will be intimated to the successful bidder through a L.O.I. (letter of intent). The agency shall then be required to execute an agreement within the time specified in the letter of intent. In the event of failure on the part of agency to sign the agreement within the specified time the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

7. SIGNING OF AGREEMENT:

The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 10 days and start the work from the date of issuance of LOI/work order. In case the bidder declines to sign the agreement or to take up the work within stipulated time, he will not have any such claim on the contract.

In case the successful bidder declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

8. PRICE ESCALATION :

The rate quoted and accepted shall be firm and fixed and no escalation shall be allowed during the contract period or such extended period of contract.

9. TERMINATION OF CONTRACT:

In case the tenderer declines to take up the work or fails to cope up with the progress of work, OMDC reserves the right to (a) terminate the contract (b) Forfeit the Security Deposit. (c) In such event the agency shall be barred from participation in any tender of the company for a period of two years.

10. COMPLIANCE TO STATUTES UNDER LABOUR LAWS & PROVIDENT FUND:

The agency shall be fully responsible to comply with all his statutory obligations as employer towards Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; in respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the agency to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the agency under the contract, including security deposit.

The agency shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employers and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the agency fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the agency(s) or otherwise.

11. OBLIGATION OF THE AGENCY:

[i] The public analyst must have well equipped standard laboratory and skilled Manpower to conduct timely sampling and analysis.

[ii] No part of the contract shall be sublet without written permission of the **Business Head** of the company or transfer is made by Power of Attorney authorising others to receive payment on the agency's behalf.

[iii] With regard to execution of this work, the agency shall abide by the direction of OMDC. The analysis of different constituents of different samples (as per company's requirement) will be guided by the Quality Control Department.

[iv] It is the responsibility of the agency to collect the information related to despatch and wagon particulars etc. which is required for certification of analysis report will collect from respective Mines Managers, Road and Rail Weighbridge In-charge.

[v] The agency indemnifies the company in full for any risk/ thing to be done in connection with the above contract work which were to be done by the contractor which arises on account of his default and/or any un fulfilment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the agency.

[vi] In the event of agency's failure to fulfil the contract terms for execution of work therein, the company reserves the right to terminate the contract by giving 30 (thirty) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.

[vii] In the event of discontinuity/closure of his establishment connected with the work under contract before the expiry of the contract period, the contractor shall give at least 90 days notice in writing to the company and to the appropriate Government, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.

[viii] If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days the contract may be terminated at the discretion of the company.

[ix] All terms and conditions of the agreement will be operated by the **Business Head** on behalf of The Orissa Minerals Development Company Ltd. or any other officer designated by the Orissa Minerals Development Company Ltd.

[x] The qualitative analysis report (four copies) should be submitted to the Quality Control Department within 7 days from the date of despatch by rail / road (ex-mines/ ex-plot) .

If the agency fails to submit the analysis report of quality control job within the stipulated time period, the penalty @ 5 paisa per ton per day of delay will be levied on certificate quantity of the agency for iron ore and @10 paisa per ton per day will be levied on certificate quantity in case of Manganese ore and other materials. In case the agency is found delay in submission of analysis result regularly then, the work shall be rescinded by forfeiting EMD & Security deposit.

[xi] The company (OMDC) reserves the right to divide the work amongst more than one party depending upon the exigency of work & the bidder's infrastructural facility at the locality/ worksite.

(xii) Recovery for defect: If due to negligence, default of the agency, joint sampling is not done, then no payment for joint sampling will be made to the agency. Beside a penalty from running bill @ double of the one rake joint sampling amount will be deducted.

(xiii) Accommodation/Transport or any such facility will be arranged by the agency at their own costs

(xiv) All the working tools & Tackles, men, material etc, shall be provided by the agency.

(xv) Safety appliances: The agency should be responsible for supplying of safety appliances like helmet, Safety boots, hand gloves and personnel protection equipments like earplugs, masks are to be provided to the labours by the agency at their own Cost. All safety appliances of reputed make are to be provided by the agency for their workers in presence of Safety Officer of OMDC. The list and make of Safety appliances may be obtained from the Safety Officers.

xvi) The agency liable for payment of all statutory dues like salary, wages, workmen compensation claim, motor accident claim to his workmen and all legal dues payable to them arises during above contract job as decided by court or tribunal etc. The agency is also liable for any tax liveable in respect of this contract and company will not entertain any claim whatsoever in this respect.

12. INSTRUCTION TO THE AGENCY:

12.1 Tender must be submitted in sealed envelope marking the name of work as mentioned in the tender notice and addressed to the **Business Head**, The Orissa Minerals Development Co.Ltd., Thakurani near Barbil, Dist – Keonjhar (Orissa) on or before the time mentioned in the tender notice. The Tenders will be opened on the same day in presence of the Bidders or their representatives. Tenders sealed and super scribed as above may also be sent by hand only. A tender which is received after the time and date specified above, is liable to rejection. Company is not responsible

for any loss of Tender or late receipt of tenders. Any tender delivered or sent otherwise will be at the risk of the Tenderers.

12.2 Tender form containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

12.3 If tender quoting rates, different from those prescribed in the tender schedules will be liable to rejection. Tenders not received in the prescribed form as specified therein and without earnest money at the time of opening will be summarily rejected.

12.4 If a Tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter No. material modifications to the specifications, item description, contract clauses etc. will however, be entertained. Other clarifications may be considered. If the contents of the covering letter are to be considered, as part of the quotation, this should be specifically mentioned by the tenderer, if any of these conditions admitted for consideration has a financial bearing on the cost quoted, and the additional cost arising out of this condition will be added for comparative evaluation of tenders.

12.5 Any tender containing clerical or arithmetical mistakes may be rejected.

12.6 Any request from the Tenderer in respect of additions alterations, modifications, etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender. If the Tenderer, with draws his tender after opening of the tender but before the expiry of the validity period of the tender. The earnest money shall be liable to be forfeited.

12.7 The successful tenderer shall make his own arrangement for all materials except as specified in the contract (if any).

12.8 By submitting a tender for the work a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Tender will be adequate to complete such work according to the specifications and condition attached thereto.

12.9 Tenderers must also submit with the Tender copies of testimonials with regard to their experience and satisfy The O.M.D.Co.Ltd.'s authorities on the following points if and when called upon to do so.

(i) His position as an independent contractor or as the properly accredited agent of a responsible firm, in proof of which he must produce the requisite registered Power of Attorney and the expressed authority from the same firm to act as its agent.

(ii) His ability, to supervise his work personally or in the event of ill-health or authorised absence there from to employ a competent and responsible agent who is to be specially named and approved beforehand.

12.10. The details of works of similar type and magnitude carried out by the tenderer must also accompany the tender.

12.11. Acceptance of the Tender will be intimated to the successful tenderer through a letter of intent. The agency shall then be required to execute an agreement within the time specify in the letter of intent. In the event of failure on the part of agency to sign the agreement within the specified time the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn

12.12. If the tenderer has a relative employed in any capacity in The O.M.D.Co. Ltd. shall inform the authority calling for tenders of the fact when submitted his tender, failing which his contract may be rescinded, if the fact subsequently comes to light, and he shall be liable to make good to the employer any loss to damage resulting from such cancellation to the like extent provided in the case of cancellation under general condition of contract.

- 12.13. No contract work, however petty, may be carried out except under and in accordance with a duly executed agreement or a special written authority from a duly authorised office of the employer.
- 12.14. No agreement is valid unless signed by the contractor or his duly authorised agent and by a competent person on behalf of the employer.
- 12.15. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.
- 12.16. The form of agreement, form of Tender, invitation of tender, Instruction to Tenderers, General conditions of contract special conditions of contract specifications, the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract.
- 12.17. In case of abnormality low quoted rate, the company reserves the right to call justification lowest tenderer. Further the agency may have to submit an amount fixed by the company before of work in the form of Bank Guarantee/Demand Draft against performance guarantee.

13. DEVIATION:

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, then the prescribed schedules may render the bid itself non-responsive. Any incomplete tender or conditional tender received shall be liable for rejection.

14. FORCE MAJEURE CLAUSE:

If either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz. acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control of the parties, provide notice of happenings of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfillment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither party can claim any compensation from the other party because of force majeure events.

15. ARBITRATION:

In case of any dispute or difference arising out of the Agreement / Accepted Contract, may be referred to **Business Head**, OMDC Ltd. Mines Office, Thakurani. In case the dispute is unsettled by Business Head, OMDC Ltd., Thakurani Mines Office, the Agency can refer the dispute to The Managing Director, The Orissa Minerals Development Company Limited, AG-104, Saurav Abasan, 2nd Floor, Sector – II, Salt Lake City, Kolkata–700091 & his decision in the matter will be final & binding on the Agency & the company. The arbitration shall be carried out as per Arbitration Act. 1996 & rules made there under as amended from time to time.

Note: The High Court, Kolkata/High Court Cuttack will have the jurisdiction to address any unsettled dispute. (Note: Submission of any forged document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the agency if awarded.)

16. COUNTER OFFER:

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II & Chapter-III of the tender document will be treated as counter offer and may be liable for rejection.

Business Head

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)
P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Orissa)
Telephone No. : 06767-275530, 275218, 276131
Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

PART-I
TECHNO COMMERCIAL BID: CHECK LIST

Sub.: “Quantitative & qualitative **assessment of Iron Ore & Manganese Ore** at different Mines and raw materials & products of sponge Iron of Sponge Iron plant **annually(i.e 31st March)** and quantitative & qualitative analysis of **dispatch of material whenever required** of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA).”

Tender Notice no. : OMD/ Q.C/01 /2017-18

DATE: 09 /02 /2018

1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
Please tick (√) mark as applicable		Enclosed	Not Enclosed
3	Cost of Tender document for Rs.1180/-		
4	EMD of Rs.12,000/- (Twelve thousand only)		
5	Experience in Govt.&PSU mining Organisations/ reputed Mining Organizations Details (copy of Job orders and experienced certificate to be attached) as specified in eligibility criteria of Chapter-II .		
6	i)Copy of Income Tax PAN Card ii) Copy of GST Registration iv) Documentary evidence proving legal capacity of the signatory of the tender. v) Detail list of man power		
7	NABL accreditation certificate (to be enclosed)		
8	Undertaking for non-blacklisting / non-debarment in OMDC or PSUs.		
9	All Documents as per eligibility criteria of Chapter-II .		
10	List of deviation from tender specification(If any)		

CERTIFICATE TO BE GIVEN BY THE BIDDER:

I/we certify that the above-mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found incorrect, my / our tender may be rejected by the company.

Further, I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by OMDC.

**SIGNATURE OF THE BIDDER
WITH SEAL & DATE**

UNDERTAKING

To

***The Business Head
The Orissa Minerals Dev. Co. Ltd
Thakurani
Barbil- 758035
Koenjhar (Odisha)***

Sub: “Quantitative & qualitative **assessment of Iron Ore & Manganese Ore** lying at different mines ,raw materials & products of sponge Iron of Sponge Iron plant **annually(i.e 31st March)** and quantitative & qualitative analysis of **dispatch of material whenever required** of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA).”

Tender Notice No. : OMD/ Q.C/01 /2017 -18

DATE: 09 / 02 /2018

Dear Sir,

In response to the tender invited by you I/We examined the general conditions and other terms and conditions of the contract, I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by OMDC at any time. I/We enclose herewith the required documents.

Yours faithfully,

Signature of the tenderer With Seal

Encl: List of documents

1. Tender Schedule
2. Part-I Techno commercial Bid
3. Part-II Price Bid.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Orissa)

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091**PART-II**
PRICE BID

Sub: "Quantitative & qualitative **assessment of Iron Ore & Manganese** Ore lying at different mines ,raw materials & products of sponge Iron of Sponge Iron plant **annually(i.e 31st March)** and quantitative & qualitative analysis of **dispatch of material whenever required** of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA)."

TENDER NO: OMD/ Q.C/01 /2017-18**DATE: 09 /02 /2018****GROUP –A (Physical Stock Assessment)****ITEM - (I), ASSESSMENT JOB AT MINES, RAILWAY SIDINGS, CRUSHER SITES**

Place of work	Descriptions of work	All inclusive rate Rupees/MT
Iron Ore & Manganese Ore lying at various mines, crusher sites, railway sidings, plots of OMDC.	Quantitative & qualitative details of materials.	
	TOTAL	

(Total price for item No –I, in Word:)

ITEM -(II) , ASSESSMENT JOB AT OMDC SPONGE IRON PLANT

Place of work	Descriptions of work	All inclusive rate Rupees/MT
Sponge Iron, Coal, Iron & Dolomite at sponge Iron plant of OMDC.	Quantitative & qualitative details of materials.	
	TOTAL	

(Total price for item No –II, in Word:)

I/We confirm that above mentioned all inclusive rates for the work as described above shall be kept firm during the tenure of the tender in accordance with the various provision of the tender documents.

Full Address.....

SIGNATURE OF THE TENDERER
WITH SEAL

Note: - Bidders are required to quote inclusive of all value, but excluding the GST which will be paid as per applicable. Price quoted in word is taken into consideration if any mismatch found in figure and word .

ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

P.O. Thakurani, Via- Barbil-758035, Dist.- Keonjhar (Orissa)

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

Sub:- “Quantitative & qualitative assessment of Iron Ore & Manganese Ore lying at different mines ,raw materials & products of sponge Iron of Sponge Iron plant **annually(i.e 31st March)** and quantitative & qualitative analysis of **dispatch of material whenever required** of THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, AT/PO- THAKURANI, VIA- BARBIL-758035, DIST- KEONJHAR, (ODISHA).”

TENDER NO: OMD/ Q.C/01 /2017-18

DATE: 09/02 /2018

GROUP B

(Dispatch of Iron Ore & Manganese Ore Lying at different Mines of OMDC Ltd .)

IRON ORE

Name of the Commodity	ITEM Nos.	DESCRIPTION OF WORK	All inclusive Rate Rupees / MT
All the Iron Ore Stocks lying at different Mines of OMDC .	01	Mines/RAILWAY SIDING (While DESPATCH) of Stock analysis a) Drawl of Sample. b) Determination of size fraction. c) Preparation of sample. d) Moisture e) Determination of chemical constituents in % i) Fe. ii) SiO ₂ iii) Al ₂ O ₃ iv) Phos. v) S	
		TOTAL(price in words)	
	02	BUYERS CARRIER/Ex-Mines By Roads (While DESPATCH) of Stock analysis a) Drawl of sample b) Size analysis c) Preparation of sample ... d) Moisture e) Determination of chemical constituents in % i) Fe ... ii) SiO ₂ iii) Al ₂ O ₃ iv) Phos. v) S	
		TOTAL (price in words)	
		Grand Total (Item no. 1+ Item no. 02 , Price in words)	

MANGANESE ORE

Name of the Commodity	ITEM Nos.	DESCRIPTION OF WORK	All inclusive Rate Rupees / MT
All the Manganese Ore Stocks lying at different Mines of OMDC .	03	Mines /RAILWAY SIDING (While DESPATCH) of stock analysis a) Drawl of Sample. b) Determination of size fraction. c) Preparation of sample. d) Moisture e) Determination of chemical constituents in % i) Mn/MnO ₂ ii) Fe iii) SiO ₂ iv) Al ₂ O ₃ v) Phos. vi) S	
		TOTAL (price in words)	
	04	BUYERS CARRIER/Ex-Mines By Roads (While DESPATCH) of stock analysis . a) Drawl of Sample b) Size analysis c) Preparation of sample d) Moisture e) Determination of chemical constituents in % i) Mn/MnO ₂ ii) Fe iii) SiO ₂ iv) Al ₂ O ₃ v) Phos. vi) S	
		TOTAL (price in words)	
		Grand Total (Item no. 03+ Item no. 04 , Price in words)	

**SUBMITTED SAMPLE
FOR IRON ORE & MANGANESE ORE**

Name of the Commodity	ITEM Nos.	DESCRIPTION OF WORK	All inclusive Rate in Rupees per submitted Sample
Iron /Manganese Ore Samples drawn from different Mines of OMDC .	05	<p style="text-align: center;"><u>SUBMITTED SAMPLE FOR (IRON ORE & MANGANESE ORE)</u></p> <p>a) Preparation of sample b) Determination of chemical constituents in % i) Mn/MnO2 ii) Fe. iii) SiO2 iv) Al2O3 v) Phos vi) Sulphur vii) LOI.</p>	
		<p>TOTAL (price in words)</p>	

Note: - Bidders are required to quote inclusive of all value, but excluding the GST which will be paid as per applicable.. Price quoted in word is taken into consideration if any mismatch found in figure and word .